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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
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11 LIYILA MARINOVA, individually  
12 and on behalf of all others similarly  
situated,

13 Plaintiff,

14 vs.

15 MAZDA MOTOR OF AMERICA,  
16 INC, and DOES 1 through 10,

17 Defendants.  
18

Case No. 8:22-cv-01453-FWS (JDEx)

STIPULATED PROTECTIVE  
ORDER

19 Pursuant to the parties' Stipulation (Dkt. 39), and for good cause shown, the  
20 Court finds and orders as follows.

21 1. A. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,  
23 proprietary or private information for which special protection from public  
24 disclosure and from use for any purpose other than prosecuting this litigation may  
25 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
26 enter the following Stipulated Protective Order. The parties acknowledge that this  
27 Order does not confer blanket protections on all disclosures or responses to  
28 discovery and that the protection it affords from public disclosure and use extends

1 only to the limited information or items that are entitled to confidential treatment  
2 under the applicable legal principles.

3 B. GOOD CAUSE STATEMENT

4 This action is likely to involve trade secrets and other valuable research,  
5 development, commercial, financial, technical and/or proprietary information for  
6 which special protection from public disclosure and from use for any purpose other  
7 than prosecution of this action is warranted. Such confidential and proprietary  
8 materials and information consist of, among other things, confidential submissions to  
9 the California Air Resources Board (“CARB”) regarding regulatory compliance, and  
10 other technical issues. The automotive industry is highly competitive, and these  
11 submissions are routinely kept confidential by automotive companies and by CARB  
12 (at the companies’ request) to prevent competitive disadvantage. Other examples of  
13 confidential and proprietary information include confidential business or financial  
14 information, information regarding confidential business practices, or other  
15 confidential research, development, or commercial information (including  
16 information implicating privacy rights of third parties), information otherwise  
17 generally unavailable to the public, or which may be privileged or otherwise  
18 protected from disclosure under state or federal statutes, court rules, case decisions,  
19 or common law. Accordingly, to expedite the flow of information, to facilitate the  
20 prompt resolution of disputes over confidentiality of discovery materials, to  
21 adequately protect information the parties are entitled to keep confidential, to ensure  
22 that the parties are permitted reasonable necessary uses of such material in  
23 preparation for and in the conduct of trial, to address their handling at the end of the  
24 litigation, and serve the ends of justice, a protective order for such information is  
25 justified in this matter. The parties intend that information will not be designated as  
26 confidential for tactical reasons and that nothing be so designated without a good  
27 faith belief that it has been maintained in a confidential, non-public manner, and there  
28 is good cause why it should not be part of the public record of this case.

1           C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

2           The parties further acknowledge, as set forth in Section 12.3, below, that this  
3       Stipulated Protective Order does not entitle them to file confidential information  
4       under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
5       and the standards that will be applied when a party seeks permission from the court  
6       to file material under seal.

7           There is a strong presumption that the public has a right of access to judicial  
8       proceedings and records in civil cases. In connection with non-dispositive motions,  
9       good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
10      *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
11      *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
12      *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
13      require good cause showing), and a specific showing of good cause or compelling  
14      reasons with proper evidentiary support and legal justification, must be made with  
15      respect to Protected Material that a party seeks to file under seal. The parties' mere  
16      designation of Disclosure or Discovery Material as CONFIDENTIAL does not—  
17      without the submission of competent evidence by declaration, establishing that the  
18      material sought to be filed under seal qualifies as confidential, privileged, or  
19      otherwise protectable—constitute good cause.

20          Further, if a party requests sealing related to a dispositive motion or trial, then  
21      compelling reasons, not only good cause, for the sealing must be shown, and the  
22      relief sought shall be narrowly tailored to serve the specific interest to be protected.  
23      *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
24      each item or type of information, document, or thing sought to be filed or introduced  
25      under seal in connection with a dispositive motion or trial, the party seeking  
26      protection must articulate compelling reasons, supported by specific facts and legal  
27      justification, for the requested sealing order. Again, competent evidence supporting  
28      the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

## 2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or other outside counsel.

1           2.9    Non-Party: any natural person, partnership, corporation, association or  
2 other legal entity not named as a Party to this action.

3           2.10   Outside Counsel of Record: attorneys who are not employees of a party  
4 to this Action but are retained to represent or advise a party to this Action and have  
5 appeared in this Action on behalf of that party or are affiliated with a law firm that  
6 has appeared on behalf of that party, and includes support staff.

7           2.11   Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13   Professional Vendors: persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14   Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18          2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

### 20    3.    SCOPE

21           The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or  
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
24 compilations of Protected Material; and (3) any testimony, conversations, or  
25 presentations by Parties or their Counsel that might reveal Protected Material.

26           Any use of Protected Material at trial shall be governed by the orders of the  
27 trial judge. This Order does not govern the use of Protected Material at trial.  
28

1     4.     DURATION

2             FINAL DISPOSITION of the action is defined as the conclusion of any  
3 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal  
4 has run. Except as set forth below, the terms of this protective order apply through  
5 FINAL DISPOSITION of the action. The parties may stipulate that they will be  
6 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,  
7 but will have to file a separate action for enforcement of the agreement once all  
8 proceedings in this case are complete.

9             Once a case proceeds to trial, information that was designated as  
10 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
11 as an exhibit at trial becomes public and will be presumptively available to all  
12 members of the public, including the press, unless compelling reasons supported by  
13 specific factual findings to proceed otherwise are made to the trial judge in advance  
14 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
15 showing for sealing documents produced in discovery from “compelling reasons”  
16 standard when merits-related documents are part of court record). Accordingly, for  
17 such materials, the terms of this protective order do not extend beyond the  
18 commencement of the trial.

19     5.     DESIGNATING PROTECTED MATERIAL

20             5.1     Exercise of Restraint and Care in Designating Material for Protection.

21     Each Party or Non-Party that designates information or items for protection under  
22 this Order must take care to limit any such designation to specific material that  
23 qualifies under the appropriate standards. The Designating Party must designate for  
24 protection only those parts of material that qualify so that other portions of the  
25 material, documents, items or communications for which protection is not warranted  
26 are not swept unjustifiably within the ambit of this Order.

27             Mass, indiscriminate or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose  
2 unnecessary expenses and burdens on other parties) may expose the Designating  
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 5.2 Manner and Timing of Designations. Except as otherwise set forth  
8 herein (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
9 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
10 Order must be clearly so designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
16 contains protected material. If only a portion of the material on a page qualifies for  
17 protection, the Producing Party also must clearly identify the protected portion(s)  
18 (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection  
20 need not designate them for protection until after the inspecting Party has indicated  
21 which documents it would like copied and produced. During the inspection and  
22 before the designation, all of the material made available for inspection shall be  
23 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
24 documents it wants copied and produced, the Producing Party must determine which  
25 documents, or portions thereof, qualify for protection under this Order. Then, before  
26 producing the specified documents, the Producing Party must affix the  
27 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
28 portion of the material on a page qualifies for protection, the Producing Party also



1 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
2 in the margins).

3 (b) for testimony given in depositions that the Designating Party identifies  
4 the Disclosure or Discovery Material on the record, before the close of the  
5 deposition all protected testimony.

6 (c) for information produced in some form other than documentary and for  
7 any other tangible items, that the Producing Party affix in a prominent place on the  
8 exterior of the container or containers in which the information is stored the legend  
9 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
10 protection, the Producing Party, to the extent practicable, shall identify the protected  
11 portion(s).

12 (d) In the case of personally identifying information or information of a  
13 uniquely personal nature, including but not limited to, Social Security Numbers;  
14 driver’s license or other identification numbers; personal financial information such  
15 as tax information, bank account numbers, and credit card numbers; insurance claim  
16 numbers; insurance policy numbers; personal email addresses or other contact  
17 information; and any other information protected by data privacy and other rules and  
18 regulations, any Producing Party may redact or pseudonymize documents and things  
19 it produces that it claims is protected personal information.

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items does not, by itself, waive the  
22 Designating Party’s right to protection under this Order for such material. Upon  
23 timely correction of a designation, the Receiving Party must make reasonable efforts  
24 to assure that the material is treated in accordance with the provisions of this Order.

## 25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s  
28 Scheduling Order.



1           6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37.1 et seq.

3           6.3   Joint Stipulation. Any challenge submitted to the Court shall be via a  
4 joint stipulation pursuant to Local Rule 37-2.

5           The burden of persuasion in any such challenge proceeding shall be on the  
6 Designating Party. Frivolous challenges, and those made for an improper purpose  
7 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
8 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
9 or withdrawn the confidentiality designation, all parties shall continue to afford the  
10 material in question the level of protection to which it is entitled under the  
11 Producing Party's designation until the Court rules on the challenge.

## 12   7.    ACCESS TO AND USE OF PROTECTED MATERIAL

13           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
14 disclosed or produced by another Party or by a Non-Party in connection with this  
15 Action only for prosecuting, defending or attempting to settle this Action. Such  
16 Protected Material may be disclosed only to the categories of persons and under the  
17 conditions described in this Order. When the Action has been terminated, a  
18 Receiving Party must comply with the provisions of section 13 below (FINAL  
19 DISPOSITION).

20           Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.

23           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
24 otherwise ordered by the court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated  
26 "CONFIDENTIAL" only to:

27           (a) Counsel retained or employed by the Parties, and their respective  
28 employees and administrative support personnel (including those persons and firms

engaged in the copying or organization or conversion of documents from or to electronic media) retained by counsel;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation

that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s

confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

1 When a Producing Party gives notice to Receiving Parties that certain  
2 inadvertently produced material is subject to a claim of privilege or other protection,  
3 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
4 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
5 may be established in an e-discovery order that provides for production without  
6 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
7 as the parties reach an agreement on the effect of disclosure of a communication or  
8 information covered by the attorney-client privilege or work product protection, the  
9 parties may incorporate their agreement in the stipulated protective order submitted  
10 to the court.

11 12. MISCELLANEOUS

12 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
13 person to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order, no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in this  
17 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
18 ground to use in evidence of any of the material covered by this Protective Order.

19 12.3 Filing Protected Material. A Party that seeks to file under seal any  
20 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
21 only be filed under seal pursuant to a court order authorizing the sealing of the  
22 specific Protected Material at issue. If a Party's request to file Protected Material  
23 under seal is denied by the court, then the Receiving Party may file the information  
24 in the public record unless otherwise instructed by the court.

25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in paragraph 4, within 60  
27 days of a written request by the Designating Party, each Receiving Party must return  
28 all Protected Material to the Producing Party or destroy such material. As used in

1 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
2 summaries, and any other format reproducing or capturing any of the Protected  
3 Material. Whether the Protected Material is returned or destroyed, the Receiving  
4 Party must submit a written certification to the Producing Party (and, if not the same  
5 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
6 (by category, where appropriate) all the Protected Material that was returned or  
7 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
8 abstracts, compilations, summaries or any other format reproducing or capturing any  
9 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
10 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
11 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
12 reports, attorney work product, and consultant and expert work product, even if such  
13 materials contain Protected Material. Any such archival copies that contain or  
14 constitute Protected Material remain subject to this Protective Order as set forth in  
15 Section 4 (DURATION).

16 14. VIOLATION

17 Any violation of this Order may be punished by appropriate measures  
18 including, without limitation, contempt proceedings and/or monetary sanctions.

19  
20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

21  
22 DATED: May 04, 2023

23   
24 JOHN D. EARLY  
25 United States Magistrate Judge  
26  
27  
28

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on May 4, 2023, in the case of *Liyila Marinova v. Mazda Motor of America, Inc.*,  
 No. 8:22-cv-01453-FWS-JDE. I agree to comply with and to be bound by all the  
 terms of this Stipulated Protective Order and I understand and acknowledge that  
 failure to so comply could expose me to sanctions and punishment in the nature of  
 contempt. I solemnly promise that I will not disclose in any manner any information  
 or item that is subject to this Stipulated Protective Order to any person or entity  
 except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of  
 this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with  
 this action or any proceedings related to enforcement of this Stipulated Protective  
 Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_



